

<p align="center">STATE OF MONTANA NOTICE OF INVITATION FOR BIDS This Document <i>IS NOT</i> an Order</p>	<p align="center">Department of Military Affairs Contracting & Procurement P O Box 4789 Fort Harrison MT 59636-4789 Phone: 406 324-3106 Fax: 406 324-31110</p>
Company Name/Address:	Bid No.: 70331
	Bid Title: MASS NOTIFICATION SYSTEM (GIANT VOICE) FORT HARRISON, MONTANA
BIDS will be received and publicly opened at 2:00 p.m. on: Thursday, September 28, 2006.	Issued by: John Horn, Contracting/Procurement Telephone 406 324-3106 FAX 406 324-3110 email John.Horn6@us.army.mil Date: September 8, 2006
<p align="center">MARK FACE OF BID ENVELOPE UNDER YOUR RETURN ADDRESS WITH THE FOLLOWING:</p>	<p align="center">RETURN YOUR BID TO:</p> via Courier (i.e. UPS or FedEx) or Hand Deliver Department of Military Affairs/State Contracting # 1 Mitchell Way Fort Harrison, MT 59636 or via U S Postal Service Department of Military Affairs/State Contracting P O Box 4789 Fort Harrison, MT 59636-4789
<p align="center">ALTERNATE BIDS</p> Vendors may submit alternate bids (a bid on supplies other than specified). Alternate bids are considered only if the vendor is the lowest responsible vendor on their primary bid. Bids must be clearly identified as "Primary" and "Alternate".	<p align="center">SPECIAL INSTRUCTIONS:</p> Note: Mandatory Pre-bid Walk-thru, Friday, September 22, 2006, Annex I, #1 Mitchell Way, Fort Harrison, Montana, Main Floor Conference Room
<p align="center">PLEASE COMPLETE</p>	
Delivery Date:	Payment Terms: Net 30 Days
Company Name/Address: (if different)	Phone: ()
	Fax: ()
	E-mail Address:
Bidder Name: <small>(please print)</small>	Federal I.D. No.:
Signature of Bidder:	
<p align="center">IMPORTANT SEE STANDARD TERMS & CONDITIONS</p>	

Standard Terms and Conditions

By submitting a bid or proposal, or acceptance of a contract, the vendor agrees to the following binding provisions:

ACCEPTANCE/REJECTION OF BIDS OR PROPOSALS: The State reserves the right to accept or reject any or all bids or proposals, wholly or in part, and to make awards in any manner deemed in the best interest of the State. Bids and proposals will be firm for 30 days, unless stated otherwise in the text of the invitation for bid or request for proposal.

ACCESS AND RETENTION OF RECORDS: The contractor agrees to provide the department, Legislative Auditor, or their authorized agents, access to any records necessary to determine contract compliance (Mont. Code Ann. § 18-1-118). The contractor agrees to create and retain records supporting the services rendered or supplies delivered for a period of three years after either the completion date of the contract or the conclusion of any claim, litigation, or exception relating to the contract taken by the State of Montana or third party.

ASSIGNMENT, TRANSFER AND SUBCONTRACTING: The contractor shall not assign, transfer or subcontract any portion of the contract without the express written consent of the department. (Mont. Code Ann. § 18-4-141.)

AUTHORITY: The following bid/request for proposal or contract is issued in accordance with Title 18, Montana Code Annotated, and the Administrative Rules of Montana, Title 2, chapter 5.

CERTIFICATE OF AUTHORITY TO TRANSACT BUSINESS: Any business entity, domestic or foreign, intending to transact business in Montana must apply for authority to do so with the Montana Secretary of State. Foreign business entities are obligated to determine whether they are transacting business in Montana, in accordance with sections 35-1-1026 and 35-8-1001, MCA, and if so, must apply for and receive a certificate of authority and continue to be in good standing with the Secretary of State for the duration of the contract. Violation of these requirements may void the contract. Proof of authority is required. Questions or registration may be accomplished by contacting the Secretary of State at (406) 444-3665 or by e-mail at <http://sos.state.mt.us/css/index.asp>.

COMPLIANCE WITH LAWS: The contractor must, in performance of work under the contract, fully comply with all applicable federal, state, or local laws, rules and regulations, including the Montana Human Rights Act, the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973. Any subletting or subcontracting by the contractor subjects subcontractors to the same provision. In accordance with section 49-3-207, MCA, the contractor agrees that the hiring of persons to perform the contract will be made on the basis of merit and qualifications and there will be no discrimination based upon race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin by the persons performing the contract.

CONFORMANCE WITH CONTRACT: No alteration of the terms, conditions, delivery, price, quality, quantities, or specifications of the contract shall be granted without prior written consent of the State Procurement Bureau. Supplies delivered which do not conform to the contract terms, conditions, and specifications may be rejected and returned at the contractor's expense.

DEBARMENT: The contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract) by any governmental department or agency. If the contractor cannot certify this statement, attach a written explanation for review by the State.

DISABILITY ACCOMMODATIONS: The State of Montana does not discriminate on the basis of disability in admission to, access to, or operations of its programs, services, or activities. Individuals, who need aids, alternative document formats, or services for effective communications or other disability-related accommodations in the programs and services offered, are invited to make their needs and preferences known to this office. Interested parties should provide as much advance notice as possible.

FAILURE TO HONOR BID/PROPOSAL: If a bidder/offeror to whom a contract is awarded refuses to accept the award (PO/contract) or, fails to deliver in accordance with the contract terms and conditions, the department may, in its discretion, suspend the bidder/offeror for a period of time from entering into any contracts with the State of Montana.

FEDERAL ACQUISITION REGULATION (FAR) CLAUSES FOR STATE CONTRACTS

The Montana State/Federal Master Cooperative agreement (MCA), Article VIII, requires particular laws and regulations to be addressed in contracts issued pursuant to the MCA. The clauses are required *by reference* in State MCA contracts.

Federal Clause Requirements -

1. Clauses incorporated by reference (FAR52.252-1 JUNE 1988):

This contract incorporates the following clauses by reference, with the same force and effect as if they were given in full text. Upon requests, the Department of Military Affairs will make their text available.

2. Federal Acquisition Regulation (48CFR), Chapter 1 clauses:
 - A. Definitions (FAR 52.202-1, April 1984)
 - B. Anti-Kickback Procedures (FAR 52.203-7, October 1988)
 - C. Equal Opportunity (FAR 52.222-26, April 1984)
 - D. Certification of Nonsegregated Facilities (FAR 52.222-21, April 1984)
 - E. Drug-Free Workplace (FAR 52.223-6, July 1990)

- * 3. DOD FAR Supplement (48CFR, Chapter 12) Clauses:
 - A. Transportation of Supplies by Sea (DFARS 252.2477-7023, December 1991)
Notification of Transportation of Supplies by Sea (DFARS 252.247-7024, December 1991.)

HOLD HARMLESS/INDEMNIFICATION: The contractor agrees to protect, defend, and save the State, its elected and appointed officials, agents, and employees, while acting within the scope of their duties as such, harmless from and against all claims, demands, causes of action of any kind or character, including the cost of defense thereof, arising in favor of the contractor's employees or third parties on account of bodily or personal injuries, death, or damage to property arising out of services performed or omissions of services or in any way resulting from the acts or omissions of the contractor and/or its agents, employees, representatives, assigns, subcontractors, except the sole negligence of the State, under this agreement.

INTELLECTUAL PROPERTY: All patents and other legal rights in or to inventions arising out of activities funded in whole or in part by the contract must be available to the State for royalty-free and nonexclusive licensing. The contractor shall notify the State in writing of any invention conceived or reduced to practice in the course of performance of the contract. The State shall have a royalty-free, nonexclusive, and irrevocable right to reproduce, publish or otherwise use and authorize others to use, copyrightable property created under the contract.

LATE BIDS AND PROPOSALS: Regardless of cause, late bids and proposals will not be accepted and will automatically be disqualified from further consideration. It shall be solely the vendor's risk to assure delivery at the designated office by the designated time. Late bids and proposals will not be opened and may be returned to the vendor at the expense of the vendor or destroyed if requested.

PAYMENT TERM: All payment terms will be computed from the date of delivery of supplies or services OR receipt of a properly executed invoice, whichever is later. Unless otherwise noted, the State is allowed 30 days to pay such invoices.

RECIPROCAL PREFERENCE: The State of Montana applies a reciprocal preference against a vendor submitting a bid from a state or country that grants a residency preference to its resident businesses. A reciprocal preference is only applied to an Invitation for Bid for supplies and then only if federal funds are not involved. For a list of states that grant resident preference, see www.discoveringmontana.com/doa/ppd under Reciprocal Preference.

REFERENCE TO CONTRACT: The contract (Purchase Order) number MUST appear on all invoices, packing lists, packages and correspondence pertaining to the contract.

SEPARABILITY CLAUSE: A declaration by any court, or any other binding legal source, that any provision of the contract is illegal and void shall not affect the legality and enforceability of any other provision of the contract, unless the provisions are mutually dependent.

SHIPPING: Supplies shall be shipped prepaid, F.O.B. Destination, unless the contract specifies otherwise.

SOLICITATION DOCUMENT EXAMINATION: Vendors shall promptly notify the State of any ambiguity, inconsistency, or error, which they may discover upon examination of a solicitation document.

TAX EXEMPTION: The State of Montana is exempt from Federal Excise Taxes (#81-0302402).

TECHNOLOGY ACCESS FOR BLIND OR VISUALLY IMPAIRED: Contractor acknowledges that no state funds may be expended for the purchase of information technology equipment and software for use by employees, program participants, or members of the public unless it provides blind or visually impaired individuals with access, including interactive use of the equipment and services, that is equivalent to that provided to individuals who are not blind or visually impaired. (2001 Mont. Laws, ch. 429.) Contact the State Procurement Bureau at (406) 444-2575 for more information concerning nonvisual access standards.

TERMINATION OF CONTRACT: Unless otherwise stated, the State may, by written notice to the contractor, terminate the contract in whole or in part at any time the contractor fails to perform the contract.

UNAVAILABILITY OF FUNDING: The contracting agency, at its sole discretion, may terminate or reduce the scope of the contract if available funding is reduced for any reason. (Mont. Code Ann. § 18-4-313 (3).)

U.S. FUNDS: All prices and payments must be in U.S. dollars.

VENUE: This solicitation is governed by the laws of Montana. The parties agree that any litigation concerning this bid, request for proposal, or subsequent contract, must be brought in the First Judicial District in and for the County of Lewis and Clark, State of Montana, and each party shall pay its own costs and attorney fees. (Mont. Code Ann. § 18-1-401.)

WARRANTIES: The contractor warrants that items offered will conform to the specifications requested, to be fit and sufficient for the purpose manufactured, of good material and workmanship and free from defect. Items offered must be new and unused and of the latest model or manufacture, unless otherwise specified by the State. They shall be equal in quality and performance to those indicated herein. Descriptions used herein are specified solely for the purpose of indicating standards of quality, performance and/or use desired. Exceptions will be rejected.
